#### **EXECUTIVE SUMMARY**

of

## New Edge Networks, Inc. Non-Standard Interconnection Agreement

Agreement Effective Date: 09-27-1999	Agreement Expiration Date: 11-30-2000
Negotiator: Ida Bourne	Negotiator Tel No: 404-927-7511
Location of Executive Summary:	<b>Location of Agreement and Amendment(s):</b>
t:\hendrix\morrison\contracts\bourne\NewEdge	t:\hendrix\morrison\contracts\bourne\NewEdge

Please be advised that the above named CLEC has adopted the DIECA Communications, Inc. d/b/a Covad Communications Company Non-Standard Interconnection agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

# **EXHIBIT 1**

## AGREEMENT by and between BellSouth Telecommunications, Inc. And

#### New Edge Network, Inc. d/b/a New Edge Networks

This Agreement is entered into by and between New Edge Network, Inc. d/b/a New Edge Networks ("New Edge Networks") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns and shall become effective as of the date signed by both New Edge Networks and BellSouth.

**WHEREAS,** the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS,** section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, New Edge Networks has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") dated December 1, 1998 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**NOW, THEREFORE,** in consideration of the promises and mutual covenants of this Agreement, New Edge Networks and BellSouth hereby agree as follows:

1. New Edge Networks and BellSouth shall adopt in its entirety the DIECA Interconnection Agreement dated December 1, 1998 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The DIECA Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Exhibit 1 Cover Sheet	1
Title Page	1

Table of Contents	1
General Terms and Conditions	21
Attachment 1 (includes cover page)	14
Attachment 2 (includes cover page)	55
Attachment 3 (includes cover page)	10
Attachment 4 (includes cover page)	21
Attachment 5 (includes cover page	7
Attachment 6 (includes cover page)	5
Attachment 7 (includes cover page)	18
Attachment 8 (includes cover page)	2
Attachment 9 (includes cover page)	2
Attachment 10 (includes cover page)	47
Attachment 11 (includes section & state cover pages	178
Attachment 12 (includes cover page)	11
Amendment dated 02/22/99 (local traffic definition)	2
Amendment dated 02/22/99 (AL Rate True-up)	22
Amendment dated 02/22/99 (SC Rate True-up)	23
Amendment dated 04/12/99	3
TOTAL	449

- 2. In the event that New Edge Networks consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of New Edge Networks under this Agreement.
- 3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the DIECA Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the DIECA Interconnection Agreement, the effective date shall be December 1, 1998.
- 4. New Edge Networks shall accept and incorporate any amendments to the DIECA Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

#### BellSouth Telecommunications, Inc.

CLEC Account Team 9th Floor 600 North 19<sup>th</sup> Street Birmingham, Alabama 35203

and

General Attorney - COU Suite 4300 675 W. Peachtree St. Atlanta, GA 30375

#### **New Edge Networks**

Stacey Waddell 3000 Columbia House Blvd. Suite 106 Vancouver, WA 98661

Tel: 360-693-8554 Fax: 360-693-9997

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.	New Edge Network, Inc. d/b/a New Edge Networks		
Signature on File	Signature on File		
Signature	Signature		
<u>Jerry Hendrix</u> Name	Susan McAdams Name		
Sr. Director, Interconnection Services	VP-Gov't & Industry Affairs		
Title	Title		
09-27-99	09-23-99		
Date	Date		

#### AMENDMENT

To the

# Interconnection Agreement between New Edge Networks, Inc.

BellSouth Telecommunications, Inc.
Dated September 27, 1999

Pursuant to this Agreement, (the "Amendment"), New Edge Networks, Inc. d/b/a New Edge Networks ("New Edge"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 27, 1999 ("the Agreement").

WHEREAS, BellSouth and New Edge entered into an Interconnection Agreement on September 27, 1999 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. Sections 3.4, <u>Demarcation</u>, and 3.5, <u>DIECA's Equipment and Facilities</u>, of Attachment 4 of the Agreement are deleted in their entirety and substituted in their place are new sections 3.4 and 3.5, as follows:
- 3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between New Edge's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. New Edge shall be responsible for providing, and New Edge's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. New Edge or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At New Edge's option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. New Edge must make arrangements with a BellSouth certified vendor for such placement.
- 3.5 New Edge's Equipment and Facilities. New Edge, or if required by this Agreement, New Edge's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by New Edge. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

- 2. Sections 3.7, <u>Access and Administration</u>, and 9, <u>Security</u>, of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted their place are new sections 3.7 and 9, including the rates in Exhibit 1, Attachment A, as follows:
- 3.7 Access. Pursuant to Security and Safety requirements below, New Edge shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. New Edge agrees to provide the name and social security number, or date of birth, or driver's license number of each employee, contractor, or agent provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. New Edge agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of New Edge employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with New Edge or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 3.7.1 Lost or Stolen Access Keys. New Edge shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), New Edge shall pay for all reasonable costs associated with the re-keying.
- 9. Security and Safety Requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, or authorized agents of New Edge will be permitted in the BellSouth Premises. New Edge shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the New Edge name. BellSouth reserves the right to remove from its premises any employee of New Edge not possessing identification issued by New Edge. New Edge shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

New Edge will be required, at its own expense, to conduct a statewide investigation of criminal history records for each New Edge employee being considered for work on the BellSouth Premises, for the states/counties where the New Edge employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

New Edge will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

New Edge shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. New Edge shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor pedestrian and traffic violations, without advising BellSouth of the nature and gravity

of the offense(s). BellSouth reserves the right to refuse building access to any New Edge personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that New Edge chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, New Edge may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

For each New Edge employee requiring access to a BellSouth Premises pursuant to this agreement, New Edge shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, New Edge will disclose the nature of the convictions to BellSouth at that time. In the alternative, New Edge may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

At BellSouth's request, New Edge shall promptly remove from the BellSouth's premises any employee of New Edge BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

- 9.1 Notification to BellSouth. BST reserves the right to interview New Edge's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide 24 hours notice (or shorter notice as may be agreed by the parties as reasonable under the circumstances) to New Edge's Security contact of such interview. New Edge and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving New Edge's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill New Edge for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that New Edge's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill New Edge for BellSouth property which is stolen or damaged where an investigation determines the culpability of New Edge's employees, agents, or contractors and where New Edge agrees, in good faith, with the results of such investigation. New Edge shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. New Edge shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 9.2 <u>Use of Supplies</u>. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with

- such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 9.3 <u>Use of Official Lines</u>. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 9.4 <u>Accountability.</u> Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 3. All of the other provisions of the Agreement, dated September 27, 1999, and subsequently negotiated amendments, shall remain in full force and effect.
- 4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

New Edge Networks, Inc.	BellSouth Telecommunications, Inc.		
By: Signature on File	By: Signature on File		
Name: Susan McAdams	Name: Jerry Hendrix		
Title: VP-Gov't & Industry Affairs	Title: <u>Sr. Director-Interconnection Services</u>		
Date: 10/12/1999	Date: 10/14/1999		

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1A1	Security Access System Security system* New Access Card Activation* Administrative change, existing card*	Per Central Office Per Card Per Card	\$52.00	\$55.00 \$35.00
	Replace lost or stolen card*	Per Card		\$250.00

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, New Edge shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to New Edge. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.